



State of Utah  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt  
Governor

Kathleen Clarke  
Executive Director

Lowell P. Braxton  
Division Director

1594 West North Temple, Suite 1210

PO Box 145801

Salt Lake City, Utah 84114-5801

801-538-5340

801-359-3940 (Fax)

801-538-7223 (TDD)

February 16, 2001

Develon G. Wurth  
Rock Products of Utah, Inc.  
843 South Main Street  
Heber City, Utah 84032

Re: Formal Approval of Notice of Intention to Commence Large Mining Operations and Form and Amount of Reclamation Surety, Rock Products of Utah, Inc., Browns Canyon Rock Quarry, M/043/017, Summit County, Utah

Dear Mr. Wurth:

Thank you for hand delivering the Reclamation Contract and original Certificate of Deposit for your Browns Canyon Rock Quarry operation, which was received on February 14, 2001. At that time, the Director of the Division of Oil, Gas and Mining formally approved the form and amount of reclamation surety for Rock Products of Utah, Inc.'s Browns Canyon Rock Quarry. The reclamation surety in the amount of \$24,000 is in the form of a Certificate of Deposit ( ) issued by Zions Bank, Heber Branch. *The Division hereby grants its final approval of your large mining notice of intention and the reclamation surety for the Browns Canyon Rock Quarry.* You may now begin mining operations as outlined in you large mining notice of intention.

Copies of the fully signed and executed Reclamation Contract and a copy of the Certificate of Deposit were given to you while in our office. Please retain those copies for your records.

Thank you for your help in finalizing this permitting action. Please call me if you have any questions in this regard.

Sincerely,

D. Wayne Hedberg  
Permit Supervisor  
Minerals Regulatory Program

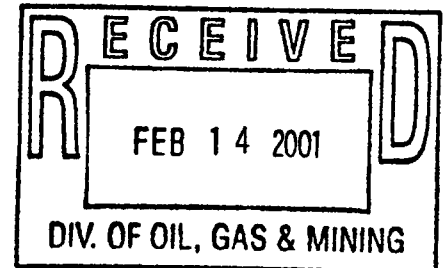
jb  
cc: Lesli Burns, Summit County Planner  
M43-17-apv.doc

File Number M / 043 / 017

Effective Date Feb 14, 2001

Other Agency File Number n/a

STATE OF UTAH  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION of OIL, GAS and MINING  
1594 West North Temple Suite 1210  
Box 145801  
Salt Lake City, Utah 84114-5801  
(801) 538-5291  
Fax: (801) 359-3940



RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)	<u>M / 043 / 017</u>
(Mineral Mined)	<u>Rock - Quartzite</u>
"MINE LOCATION":	
(Name of Mine)	<u>Browns Canyon Rock Quarry</u>
(Description)	<u>4 miles West of Peoa on Browns Canyon Road.</u>
"DISTURBED AREA":	
(Disturbed Acres)	<u>10.0 acres</u>
(Legal Description)	<u>(refer to Attachment "A")</u>
"OPERATOR":	
(Company or Name)	<u>Rock Products of Utah, Inc.</u>
(Address)	<u>843 South Main Street</u>
	<u>Heber City, Utah 84032</u>
(Phone)	<u>(435) 654-3978</u>

"OPERATOR'S REGISTERED AGENT":

(Name)

Develon G. Wirth

(Address)

843 South Main Street

Heber City, Utah 84032

(Phone)

(435) 654-3978

"OPERATOR'S OFFICER(S)":

Develon G. Wirth, President 100%

"SURETY":

(Form of Surety - Attachment B)

Zions Bank Certificate of Deposit

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Zions Bank

"SURETY AMOUNT":

(Escalated Dollars)

\$24,000

"ESCALATION YEAR":

2004

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Rock Products of Utah, Inc. the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M / 043 / 017 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated August 21, 2000, and the original Reclamation Plan dated August 21, 2000. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's

request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

Rock Products of Utah, Inc.  
Operator Name

By Develon G. Wurth  
Authorized Officer (Typed or Printed)

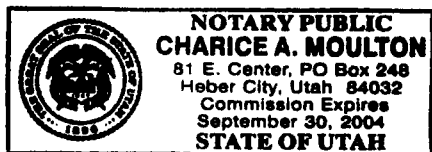
President  
Authorized Officer - Position

[Signature]  
Officer's Signature

2/14/01  
Date

STATE OF Utah )  
COUNTY OF Wasatch ) ss:

On the 14 day of Feb, 2001, personally  
appeared before me Develon G. Wurth who being  
by me duly sworn did say that he/she, the said Develon G. Wurth is  
the President of Rock Products of Utah, Inc.  
and duly acknowledged that said instrument was signed on behalf of said company by  
authority of its bylaws or a resolution of its board of directors and said  
Develon G. Wurth duly acknowledged to me that said company  
executed the same.



[Signature]  
Notary Public  
Residing at: Heber City

9-30-04  
My Commission Expires:

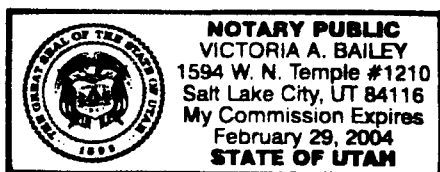
DIVISION OF OIL, GAS AND MINING:

By Lowell P. Braxton  
Lowell P. Braxton, Director

Date 2/19/01

STATE OF Utah )  
COUNTY OF Salt Lake ) ss:

On the 14<sup>th</sup> day of February, 2001,  
personally appeared before me Lowell P. Braxton, who being  
duly sworn did say that he ~~she~~, the said Lowell P. Braxton  
is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources,  
State of Utah, and he ~~she~~ duly acknowledged to me that he ~~she~~ executed the foregoing  
document by authority of law on behalf of the State of Utah.



Victoria A. Bailey  
Notary Public  
Residing at: Salt Lake City, UT

February 29, 2004  
My Commission Expires:

**ATTACHMENT "A"**

Rock Products of Utah, Inc.  
Operator

M / 043 / 017  
Permit Number

Browns Canyon Rock Quarry  
Mine Name

Summit County, Utah

**The legal description of lands to be disturbed is:**

NE 1/4 of SE 1/4, Section .20 Township:T.1 S Range:5E



State of Utah  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

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1594 West North Temple, Suite 1210

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801-538-7223 (TDD)

February 14, 2001

Zions First National Bank  
81 East Center  
Heber City, Utah 84032

Attention: Dan Steffen, Commercial Loan Officer

Re: Reclamation Surety. Certificate of Deposit for Browns Canyon Rock Quarry Mine Site.  
M/043/017, Summit County Utah  
Certificate of Deposit No. \_\_\_\_\_ Principal Amount \$24,000

This letter describes the mutually agreed upon instructions of the below signed parties to Zions Bank (Bank), regarding the control, redemption, and release of Bank's above-described certificate of deposit (CD), which is being used as a surety to guarantee the availability of reclamation funds for the Browns Canyon Rock Quarry mine site, Summit County, Utah (Mine Site). It is the intention of the parties that the CD be utilized as surety to guarantee that \$24,000 in reclamation funds will be available to the State of Utah, Division of Oil, Gas & Mining (Division) upon demand in the event that the operator(s) of the Mine Site are unable or unwilling to complete reclamation of the mine site in compliance with state law and regulations (Title 40-8-14(7), and Rules R647-4-114 & R647-5-101).

**Ownership and Renewal:**

Ownership of the CD is retained by Develon G. Wurth an individual, ("Owners"), but it is held by Bank for the benefit of the State of Utah, Division of Oil, Gas & Mining and is subject to the terms and conditions described in this agreement. The CD shall automatically renew indefinitely until either redeemed or released by the Director of the Division.

**Redemption:**

The CD may only be redeemed (i.e., called on demand), pursuant to the written instruction or demand of the Director of the Utah Division of Oil, Gas & Mining to the Bank. Upon the instruction and demand of the Director, the full initial amount of the CD shall be transferred to the State of Utah, Division of Oil Gas

and Mining. Owners agree and irrevocably instruct Bank that neither the Owner(s), nor any other person claiming an ownership interest in the CD which is derived from the Owners, shall have the authority to prevent the Bank from carrying out the Director's instruction to redeem the CD. Upon redemption, any accrued interest in excess of the initial amount of the CD shall be transferred to Owners' control, or if Owners do not instruct the Bank, the accrued interest shall be reinvested in the CD. If a signature card is prepared, it shall be drafted consistent with the requirement that only the Director of the Division may redeem the CD.

**Release:**

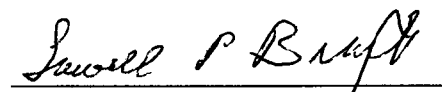
The bank shall release the CD only upon the written instruction of the Director of the Division to the Bank. Upon release, the terms and conditions of this agreement are no longer in effect, and the unconditioned control of the CD shall be returned to the Owners, or their legal successors-in-interest.

**Accrued Interest:**

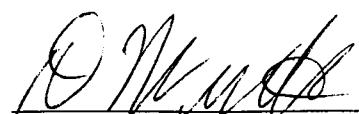
Prior to release or redemption, all interest which accrues by the CD shall be 1) dispersed quarterly to the Owner(s) as the Owner(s) may instruct the Bank, or 2) shall be reinvested in the CD until such time the Owner(s) may instruct the Bank where to transfer such interest. In no event shall the Bank transfer any amount from the CD which would cause the redemption amount of the CD to be less than the initial amount, \$24,000. All tax liabilities for accrued interest shall remain the responsibility of the Owners.

**Bank will not be held liable for any dispute between the parties.**

Agreed Upon By:

  
\_\_\_\_\_  
Lowell P. Braxton, Director  
Utah Division of Oil, Gas & Mining  
Tax ID Number: \_\_\_\_\_

Date: 2/14/01

  
\_\_\_\_\_  
Rock Products of Utah, Inc.  
Develon G. Wurth, President  
Tax ID Number: \_\_\_\_\_

Date: 2/14/01

# ZIONS BANK

## TIME DEPOSIT CONFIRMATION

Account Number: \_\_\_\_\_

Date: 02-13-01Ownership: DEVELON G WURTH FBO THE STATE OF UTAH, DIVISIONOF OIL, GAS & MINING, RECLAMATION SURETYPurchase Amount: \*\*\*\*24,000.00 ☒ Months ☐ DaysInterest Rate: 04.23 Annual Percentage Yield 04.30 Maturity Date 02-13-03Interest Payment Frequency: ☐ At Maturity ☐ Annually ☒ Quarterly ☐ MonthlyInterest Payment Method: ☒ Add to Deposit ☐ Issue Check ☐ Transfer to Account Number: \_\_\_\_\_☐ Checking/MMDA ☐ SavingsZions Bank Representative Signature: Debbie Montgomery

This confirmation is not negotiable. This confirmation is not transferable except on the records of Zions Bank. The Certificate of Deposit is issued in accordance with Zions Bank Rules and Regulations.

206-0019 12/94